

GIVE NOTICE IN WRITING ONE MONTH BEFORE THE EXPIRATION OF THE TERM OR DETERMINATION OF SAID WILL TO THE TENANT OR TO THE PERSON ACTUALLY IN POSSESSION OF THE PROPERTY TO REMOVE FROM THE PROPERTY AT THE END OF THE TERM, AND IF THE TENANT OR PERSON IN ACTUAL POSSESSION SHALL REFUSE TO COMPLY THEREWITH, THE LANDLORD MAY MAKE COMPLAINT THEREOF IN WRITING TO THE DISTRICT COURT OF THE COUNTY WHERE THE PROPERTY IS LOCATED. THE COURT SHALL FORTHWITH ISSUE ITS SUMMONS TO THE TENANT OR PERSON IN POSSESSION THAT HE BE AND APPEAR ON A DAY STATED IN THE SUMMONS BEFORE THE COURT TO SHOW CAUSE (IF ANY HE HAVE) WHY RESTITUTION OF THE POSSESSION OF THE SAID ESTATE SO LEASED SHOULD NOT BE FORTHWITH MADE TO THE LANDLORD. UPON THE FAILURE OF EITHER OF THE PARTIES TO APPEAR BEFORE THE COURT ON THE DAY STATED IN THE SUMMONS, THE COURT SHALL CONTINUE THE CASE TO A DAY NOT LESS THAN SIX NOR MORE THAN TEN DAYS AFTER SAID DAY SO FIRST STATED AND NOTIFY THE PARTIES OF SUCH CONTINUANCE.

(2) JUDGMENT AND APPEAL. IF UPON HEARING THE PARTIES, OR IN CASE THE TENANT OR PERSON IN POSSESSION SHALL NEGLECT TO APPEAR AFTER THE SUMMONS AND CONTINUANCE THE COURT SHALL FIND THAT THE LANDLORD HAD BEEN IN POSSESSION OF THE LEASED PROPERTY, THAT THE SAID LEASE OR ESTATE IS FULLY ENDED AND EXPIRED, THAT DUE NOTICE TO QUIT AS AFORESAID HAD BEEN GIVEN TO THE TENANT OR PERSON IN POSSESSION AND THAT HE HAD REFUSED SO TO DO, THE COURT SHALL THEREUPON GIVE JUDGMENT FOR THE RESTITUTION OF THE POSSESSION OF SAID PREMISES AND SHALL FORTHWITH ISSUE ITS WARRANT TO THE SHERIFF OR A CONSTABLE IN THE RESPECTIVE COUNTIES COMMANDING HIM FORTHWITH TO DELIVER TO THE LANDLORD POSSESSION THEREOF IN AS FULL AND AMPLE MANNER AS THE LANDLORD WAS POSSESSED OF THE SAME AT THE TIME WHEN THE LEASING WAS MADE, AND SHALL GIVE JUDGMENT FOR COSTS AGAINST THE TENANT OR PERSON IN POSSESSION SO HOLDING OVER. EITHER PARTY SHALL HAVE THE RIGHT TO APPEAL THEREFROM TO THE CIRCUIT COURT FOR THE COUNTY, OR THE BALTIMORE CITY COURT WITHIN TEN DAYS FROM THE JUDGMENT. IF THE TENANT APPEALS AND FILES WITH THE DISTRICT COURT AN AFFIDAVIT THAT THE APPEAL IS NOT TAKEN FOR DELAY, AND ALSO A GOOD AND SUFFICIENT BOND WITH ONE OR MORE SECURITIES CONDITIONED THAT HE WILL PROSECUTE THE APPEAL WITH EFFECT AND WELL AND TRULY PAY ALL RENT IN ARREAR AND ALL COSTS IN THE CASE BEFORE THE DISTRICT COURT AND IN THE APPELLATE COURT AND ALL LOSS OR DAMAGE WHICH THE LANDLORD MAY SUFFER BY REASON OF THE TENANT'S HOLDING OVER, INCLUDING THE VALUE OF THE PREMISES DURING THE TIME HE SHALL SO HOLD OVER, THEN THE TENANT OR PERSON IN POSSESSION OF SAID PREMISES MAY RETAIN POSSESSION THEREOF UNTIL THE DETERMINATION OF SAID APPEAL. THE APPELLATE COURT SHALL, UPON APPLICATION OF EITHER PARTY, SET A DAY FOR THE HEARING OF THE APPEAL, NOT LESS THAN FIVE NOR MORE THAN 15 DAYS AFTER THE APPLICATION, AND NOTICE FOR THE ORDER FOR A HEARING SHALL BE SERVED ON THE